



Christine O. Gregoire

TIGER OIL, dym

ATTORNEY GENERAL OF WASHINGTON

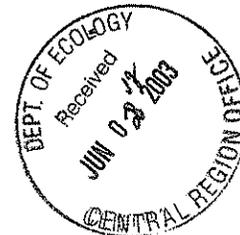
Ecology Division

2425 Bristol Court SW 2nd Floor • Olympia WA 98502

Mailing Address: PO Box 40117 • Olympia WA 98504-0117

(360) 586-6770

May 30, 2003



VIA OVERNIGHT MAIL

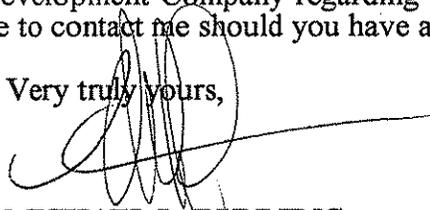
Mr. Timothy H. Butler
HELLER EHRMAN WHITE & McAULIFFE
6100 Bank of America Tower
701 Fifth Avenue, Suite 6100
Seattle, Washington 98104-7098

RE: State of Washington, Department of Ecology's Responses to Comments provided by the Tiger Oil Corporation to the proposed Ecology-Mercy Development Co. Consent Decree

Dear Mr. Butler:

Enclosed please find the Department of Ecology's responses to Tiger Oil Corporation's comments to the proposed Ecology-Mercy consent decree. I have also attached for your review a letter provided to Ecology from the Mercy Development Company regarding your comments to the proposed Consent Decree. Please feel free to contact me should you have any questions.

Very truly yours,


MICHAEL L. DUNNING
Assistant Attorney General
(360) 586-6753

MLD:bb

Enclosures

cc: Rachel Caron, Ecology (U.S. Mail)
Douglas Little, Perkins Coie (U.S. Mail)
John McCreedy, Naylor, Hales & McCreedy (U.S. Mail)

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RESPONSIVENESS SUMMARY

**FOR THE PROPOSED CONSENT DECREE BETWEEN THE
DEPARTMENT OF ECOLOGY AND MERCY DEVELOPMENT
COMPANY**

TIGER OIL SITE

YAKIMA, WASHINGTON

May 30, 2003

Prepared by the Washington State Department of Ecology,
Central Regional Office, Yakima, Washington

Responsiveness Summary to Comments on the Proposed Department of Ecology-Mercy Development Company Consent Decree

The following are the Department of Ecology's (Ecology) responses to comments received regarding the proposed Consent Decree between Ecology and the Mercy Development Company for the Tiger Oil Site (Site), 24th and W. Nob Hill Boulevard, Yakima, Washington. Comments received are listed and followed by Ecology's response in **bold**. All of the following comments were submitted by Timothy H. Butler of Heller, Ehrman, White and McAuliffe LLP, on behalf of Tiger Oil Corporation (Tiger). Ecology received no comments regarding the Decree other than the Tiger comments, but did receive a letter from Douglas Little, Perkins Coie, on behalf of Mercy Development Company. Mercy's letter provides responses to Tiger's comments, and is attached to this responsiveness summary.

1. *Tiger comment:* "The evidence shows that in early 1983, a contractor retained by Federated Insurance installed, among other remedial measures, an Interceptor Venting System ("IVS") on what was then the property of United Builders. That system, which included a vapor recovery trench and vent systems, was in place at the time M & E optioned the property in August or September, 1987. After the sale was concluded in 1988, M & E constructed the Safeway store and parking lot. In the process of construction, they removed the 18-20 foot tall vents and covered over and destroyed the IVS system, the existence of which was open and obvious."

***Ecology response:* Ecology agrees that M & E paved over the existing IVS and this factor was taken into consideration during the Consent Decree negotiations. Ecology has not been able to evaluate the effectiveness of the IVS because Ecology never received any engineering designs for the system. Therefore, Ecology is unable to determine what effects removal of the IVS may have had on the contaminant plume.**

2. *Tiger comment:* "In addition, Ecology has evidence from the City of Yakima that in the early 1980s there was a significant release of gasoline to the environment from M & E's predecessor owner, United Builder's Supply. To the extent that a subsequent owner can be held liable for the releases of a prior owner under MTCA (as Ecology is attempting to do with respect to Tiger Oil Corporation) M & E must be held liable for the United Builder's release. To our knowledge, there has never been an investigation ordered by Ecology of that release pursuant to the MTCA, and the proposed Consent Decree does not require one."

***Ecology response:* A portion of the former United Builder's property was located on part of what is now the Tiger Oil Site, west of the Drainage Irrigation Ditch (DID) line. In addition, a portion of the former United Builder's property was located to the east of the DID line, which is not part of the Tiger Oil Site. The proposed Consent Decree only applies to the Tiger Oil Site, as defined in Enforcement Order No. DE 02TCPCR-3589. The Order states "the Facility is currently bounded by South 24th Avenue on the west, by West Nob Hill Boulevard on the north, by the**

Yakima County DID line and surrounding soil and backfill on the east, by the extent of the gasoline-contaminated water in the DID line to the southeast, and by the parking lot of the Rite-Aid drugstore and Safeway store to the south." Any suspected contamination not on the Tiger Oil Site would have to be addressed separately. The proposed Consent Decree does not foreclose that possibility or release any potentially liable party from such suspected contamination.

3. *Tiger Comment*: "The existing SVE and groundwater extraction system, because it draws down the groundwater and exposes the smear zone, has effectively remediated soil and groundwater within the area of influence. SVE alone (without groundwater extraction) will not effectively remediate the soil and groundwater within the smear zone. Therefore, if the purpose is to effectively remediate the soil and groundwater in this area of the site, the proposed SVE system cannot be considered appropriate. Further explanation as to the intended goals and objectives of the proposed system are warranted."

Ecology response: It is not Ecology's conclusion that the existing SVE and groundwater extraction system has "effectively remediated soil and groundwater within the area of influence." Rather, the existing system has been effective only at limiting contaminant transport in the area. Ecology does not agree that the area is "remediated" because contaminants are still present in groundwater and soil in concentrations in excess of MTCA cleanup levels set for the Site. The purpose and goal of the soil vapor extraction (SVE) system is to remediate soil in the area where the new SVE system will be installed. This is a part of the larger goal of remediation of the entire Site. The Consent Decree does not address remediation of the entire Site; rather, the steps required by the Consent Decree implement a *portion* of the remediation activities required by the Cleanup Action Plan (CAP). The choice of placing an SVE system in this area of the Site described in the Consent Decree is consistent with the CAP, which states that SVE will be used as part of the remediation activities to take place at the site.

4. *Tiger Comment*: "In the event that soil removal activities do take place at the Tiger Oil property, it would take a number of years for the effects to be seen at the proposed SVE location and certainly more than 30 months to meet the existing cleanup goals established for the site. Therefore, it is not clear why the installation of the SVE system is dependent on soil removal activities at the Tiger property. Again, there should be a reasonable technical explanation of the purpose of a goal for the proposed system."

Ecology response: The *installation* of the SVE system is not dependent on soil removal activities at the Tiger Oil property. The proposed Consent Decree states, "Installation of the expanded SVE system on Mercy property shall be done following entry of the Consent Decree and final completion of any third party appeals to the entry." Thus, construction work will begin shortly after the proposed Consent Decree is entered by the Court. The reason that the SVE system will not commence *operation* until after soil removal activities are completed at the Tiger Oil property is because the purpose of soil removal activities at the Site is to

remove as much of the free product gasoline, which is the source of the contamination, as possible. Contaminants on site are sorbed to soil particles, dissolved in groundwater, are present in the vapor phase in pore spaces, and present as free product. Contaminants present as free product are continually released into groundwater and soil. By removing free product through soil excavation, the total contaminant mass of the system is reduced more efficiently than by allowing mass reduction via dissolution into groundwater and transport off site via groundwater. Therefore, it will take less time to remediate the site with soil vapor extraction and groundwater extraction after source (the contaminated soil) removal than it would take if the source of contamination was left in place. If free product is not removed via soil excavation, the mass of contaminant in the system will decrease at a much slower rate, and remediation through SVE and groundwater extraction would not be accomplished in the reasonable restoration time frame required by MTCA. WAC 173-340-360(2)(b)(ii). The most effective combination of remediation alternatives is to remove the major source of contamination, the petroleum contaminated soil on the Tiger property, and then to operate the SVE system. This is precisely the set of remedial actions called for in the CAP, thus the action called for in the proposed decree will implement part of the CAP. Ecology does not agree that it will take years to see an impact down gradient of the Tiger property once contaminated soil is removed from the property as required by the CAP. Ecology agrees that it may take more than 30 months of SVE operation to meet existing cleanup goals established for the Site. *See also* Ecology response to comment 6.

5. *Tiger comment*: "The installation depth of the SVE is vague. Once the intended goals and objectives of the proposed SVE system have been established, a specific depth of the SVE piping should be established to assure optimum performance and effectiveness."

Ecology response: The purpose and goal of the soil vapor extraction (SVE) system is to remediate soil in the area where the new SVE system will be installed. This is a part of the larger goal of remediation of the entire Tiger Oil Site. A specific depth of the SVE piping will be established as the work plans and specifications are finalized pursuant to the proposed Decree. Ecology will review the plans before they are implemented to assure optimum performance and effectiveness.

6. *Tiger comment*: "What is the basis for 30 months and if the system is operated beyond that time, who will be responsible? Are there any data to support selection of that time period as opposed to some other?"

Ecology response: The 30 month time frame is the result of the negotiation process and reflects a compromise based on the litigation pending in the underlying case of *Ecology v. Tiger Oil Corp. et al.* The 30 month time frame provides for 6 months of testing the new system to gauge optimum performance conditions and then 24 months of operation. In addition, a report dated June 30, 1997 regarding the testing of the existing SVE system (QUEST) indicated that, after approximately 18 months of operation, the SVE system currently in place had reached a point where it was "recovering little to no measurable hydrocarbons." QUEST was a contracting

service used by Tiger for a short time at the Site. Based on this information, the proposed 30 month time frame is appropriate because it allows for system operation for a full 12 months longer than the time frame at which the existing SVE system had reached a point where it was "recovering little to no measurable hydrocarbons" as stated in the 1997 Quest report. In addition, the existing SVE system has previously been operated under conditions where contaminants from the Tiger Oil property were continuing to contaminate groundwater. The proposed SVE system, on the other hand, will be operated after significant source removal takes place on the Tiger Oil property. Thus, there will be much less contamination for the SVE system to recover. At the end of the 30 month time frame, Ecology will evaluate the effectiveness of the system and then decide whether or not the system will continue operating. The proposed decree provides that if the SVE system needs to be operated beyond the 30 month time frame, Ecology or some other entity will provide that operation.

7. *Tiger comment:* "One of the more serious defects of the proposed consent decree is the complete absence of any standards or goals to be achieved by the installation and operation of the SVE system by M & E. Ecology has historically considered achievement of Method A levels by the PLPs at the site as a non-negotiable cleanup goal, and has repeatedly made this position known to my client. Ecology offers no explanation for its failure to impose these same non-negotiable cleanup standards on M & E and failed to explain or justify its failure to hold the M & E remedial action to any standards at all."

Ecology response: The proposed SVE system is only a part of the remedial activities to be completed at the site. See Ecology's response to comment 3. The goal of the proposed SVE system, along with activities outlined in the Cleanup Action Plan, are to remediate groundwater and the soil at the Site to levels at or below Method A levels for groundwater and soil. Thus, Ecology disagrees that the proposed decree is any departure from the Method A cleanup levels.

8. *Tiger comment:* "It is also of considerable concern to my client that it was excluded from the settlement discussions that led to this proposed Consent Decree. Prior to the onset of litigation, all parties were participants in the negotiations over the Cleanup Action Plan. The exclusion of my client from the discussions which led to the particular proposed Consent Decree, which is, to put the matter mildly, extremely generous to M & E, does not stand the test of procedural fairness established for Superfund cases.... Had Tiger Oil Corporation been a participant in the discussions, especially in view of Ecology's evident willingness to negotiate the issue of cleanup goals (at least with M & E), it is entirely possible that good-faith negotiations by Ecology may have had - at last - a positive result."

Ecology response: Ecology disagrees that it was unfair to negotiate the proposed decree with Mercy. As Tiger indicates, all parties had been participants in discussions for the site during the summer and fall of 2001. As Tiger is aware, those discussions were unsuccessful, due to disagreements between Tiger and Ecology. As

the proposed decree demonstrates, Ecology and Mercy were successful in reaching an agreement providing for cleanup actions at the Site without the presence of Tiger. Should Tiger wish to engage Ecology in further settlement discussions at this time, Ecology will always consider a dialogue under appropriate circumstances. As stated in the March 11 and May 20, 2003 letters from the Attorney General's Office (AGO) to Tiger counsel, legal issues raised by Tiger in its comments were carefully considered by Ecology and the AGO, who concluded that those legal arguments did not warrant any change to the proposed Decree.

9. *Tiger comment:* "Tiger Oil Corporation is also deeply concerned that there is no provision in the proposed Consent Decree for any payment by M & E of Ecology's past or future costs."

Ecology response: As stated in the March 11 and May 20, 2003 letters from the AGO to Tiger counsel, legal issues raised by Tiger in its comments were carefully considered by Ecology and the AGO, who concluded that those legal arguments did not warrant any change to the decree. Furthermore, this provision in the decree is the result of the negotiation process and reflects a compromise based on the litigation pending in the underlying case of *Ecology v. Tiger Oil Corp. et al.*

10. *Tiger comment:* "Finally, Tiger Oil Corporation strenuously objects to any provision in the proposed Consent Decree which provides M & E contribution protection under RCW 70.105D.040 (4)(d). The evidence available to Ecology shows that Tiger Oil Corporation has never released any petroleum products to the environment at the site. The evidence shows that since 1989, the only meaningful remedial measures taken to actually halt and mitigate the contamination at the site have been undertaken and paid for by Tiger Oil Corporation. The evidence shows that but for Ecology's intransigence in settlement discussions (as set forth in the February 15, 2002 letter from Beth M. Andrus to Rachel Caron) a reasonable Cleanup Action Plan for the site could have been agreed to and implemented years ago. Finally, the evidence shows that as between M & E and Tiger Oil Corporation, it is M & E which has positively caused the spread of the contamination at the site. Under these circumstances, the provision of contribution protection to M&E is directly contrary to the fundamental purpose of the Model Toxics Control Act."

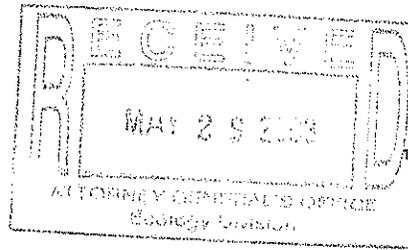
Ecology response: Ecology disagrees that all available evidence shows that no release of petroleum has occurred after Tiger purchased the facility. Ecology also disagrees that Tiger Oil Corporation has not contributed to the spread of contamination at the site. In fact, the free product remaining on the Tiger Oil Corporation property continues, to this day, to act as a source of contamination that is contributing to the spread of contamination at the site. Furthermore, Ecology disagrees that it was "intransigent" or otherwise unreasonable. The CAP that Tiger has refused to implement is the most effective way to remediate the site consistent with MTCA, is reasonable and consistent with other cleanups at similar sites. Regarding contribution protection, that item is a statutory part of MTCA consent decrees. RCW 70.105D.040. Finally, it is curious at best that Tiger "strenuously

objects” to this statutory provision given that Tiger has had over ten years to seek contribution from Mercy under MTCA but has not done so. RCW 70.105D.080.

11. *Tiger comment:* “Tiger Oil Corporation hereby requests that the proposed Consent Decree be withdrawn as being both procedurally and substantively unfair, as being without scientific and technical support or justification and as being fundamentally prejudicial to the rights of other PLPs.”

Ecology response: Ecology declines to withdraw the proposed decree as Tiger requests. The decree is not unfair to Tiger and is fully supported technically, scientifically and legally.

DOUGLAS S. LITTLE
PHONE: 206.583.8511
EMAIL: dlittle@perkinscoie.com



**Perkins
Coie**

1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
PHONE: 206.583.8888
FAX: 206.583.8500
www.perkinscoie.com

May 27, 2003

VIA FACSIMILE & U.S. MAIL

Mr. Michael L. Dunning, Esq.
Assistant Attorney General
Attorney General's Office
P. O. Box 40117
Olympia, WA 98504-0117

Re: Tiger Oil Comment on Consent Decree

Dear Mike:

On March 3, Tim Butler of Heller, Ehrman, White and McAuliffe LLP submitted comments for Tiger Oil Corporation regarding the proposed Consent Decree between Ecology and the Mercy Development Company for the Tiger Oil Site (Site). Several of those comments are directed at our client Mercy Development Co. LLC and thus warrant the following responses, which we have organized according to the comment by Tiger Oil.

1. *Tiger Oil's comment: "The evidence shows that in early 1983, a contractor retained by Federated Insurance installed, among other remedial measures, an Interceptor Venting System ("IVS") on what was then the property of United Builders. That system, which included a vapor recovery trench and vent systems, was in place at the time M & E optioned the property in August or September, 1987. After the sale was concluded in 1988, M & E constructed the Safeway store and parking lot. In the process of construction, they removed the 18-20 foot tall vents and covered over and destroyed the IVS system, the existence of which was open and obvious. The destruction of the IVS system by M & E is verified by notes by Ecology employee Elaine Peterson. As a result at least in part of the destruction of the IVS system, according M & E's consultant firm, Geotech, by 1990 the contaminant plume had*

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Perkins Coie LLP (Perkins Coie LLC in Illinois)

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spread over 175 feet from the Tiger Oil property, result which could have been mitigated in whole or in part had the IVS system not been destroyed."

Mercy's Response:

These contentions have no bearing on the Consent Decree or the negotiated settlement but instead are allocation type arguments usually are found in contribution claims. We are sure that Ecology considered all facets of the history of the Site before entering into the settlement, including the information in its files on the IVS system and Mercy's purchase and redevelopment of its property. Even if Tiger Oil's rendition was accurate, which it is not, it does not affect the state's authority under MTCA to settle with Mercy. Still, Tiger Oil's statements need some correction.

Mercy purchased its property from Elsie Seipp and United Builders of Washington, Inc. in May and June 1988. The United Builders parcel is now the Safeway parking lot and the retail stores are located on the northern part of the Seipp parcel. Neither of the deeds to these parcels have any reference to a venting system or anything having to do with contamination migrating from the Tiger Oil station. There was nothing in the nature of an institutional control (as there would be under the subsequently enacted MTCA) to notify a potential purchaser of the presence of contamination or the IVS on the property being purchased. See, Letter dated December 8, 1989 from Richard Johnson, attorney for M&E, to Elaine Peterson of Ecology and the deeds attached thereto.

Before buying the property, Mike Mercy reviewed Ecology's files concerning the Tiger Oil spills. This was in or before the spring of 1988, i.e., more than half a year before the passage of MTCA. He found that no action had been taken with regard to the spills since 1985. See, Johnson letter above, at page 3. Consistent with this is the statement (at page 3) in the February 14, 1985 letter by Fuel Recovery Company to Jim Milton of Ecology that "If current site conditions prevail through the spring of 1985, recommendations will be made to begin the termination of recovery operations and fixtures." Thus there was no reason to think, as of 1988, that there was any ongoing effort to cleanup up the Tiger Oil spill. The efforts in the early 1980s were at most dormant and more likely abandoned by the time that M&E bought the property.

After buying the property, M&E commissioned an environmental study of the property by Geotech Consultants. This was probably done in conjunction with obtaining permanent financing for the development. Based on its review of Ecology's

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files, Geotech described the IVS as having been "installed to minimize the possibility of a build-up of explosive gases below the United Builders' property." Letter dated September 8, 1989 from Geotech Consultants to M and E Company, at page 6. When the IVS was installed, there were six significant buildings on the United Builders' property. Thus it makes sense that the purpose of the IVS was to reduce the risk of gas build-up in enclosed spaces.

Since the IVS was apparently a passive soil venting system (as contrasted with an active vapor extraction system), its presence would not have had any impact on the spread via groundwater of the Tiger Oil plume and its cessation would not have contributed to the spread of that contamination. When the United Builders' buildings were removed and the area was paved over to become the Safeway parking lot, the historical purpose for the IVS became outmoded. Contrary to the inference in Tiger Oil's comment, Geotech never stated or even implied that the IVS had mitigated the spread of the contaminant plume or that its "destruction" had contributed to the spread of the plume. Geotech clearly explains that the plume migrated to Mercy's property via the groundwater.

We also are not aware of any engineering drawings for the IVS or of any data on what, if any, fuel gases actually vented through the IVS. We doubt that the IVS had 18 to 20 foot tall stacks. As recited in the Johnson letter above, pages 5 and 6, Mr. Earl Barden of M&E recalled seeing a few uncapped and unidentified PVC pipes protruding about two feet above the surface in the area that was graded and paved for the Safeway parking lot. (Keep in mind that these pipes would have been insignificant features among the United Builders' buildings and structures that were being demolished and removed for the parking lot development.) Given the above described purpose for the IVS, the dormant nature of the cleanup efforts and the lack of any data, it is hard to conclude that the IVS was having any measurable remedial effect as of 1988 when M&E bought the United Builders' property.

2. *Tiger Oil's comment: "In addition, Ecology has evidence from the City of Yakima that in the early 1980's there was a significant release of gasoline to the environment from M & E's predecessor owner, United Builder's Supply. To the extent that a subsequent owner can be held liable for the releases of a prior owner under MTCA (as Ecology is attempting to do with respect to Tiger Oil Corporation) M & E must be held liable for the United Builder's release. To our knowledge, there has never been an investigation ordered by Ecology of that release pursuant to the MTCA, and the proposed Consent Decree does not require one."*

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Mercy's Response:

The contention that there was a "second source" of petroleum release from the United Builders' property is based on the August 21 and September 9, 1992 letters from Kleinfelder to Ecology. Kleinfelder's letters allege that there was a second source from past uses of the property by United Builders in "the proximate area of KMW03," a monitoring well located northeast of the DID line. Data from this area, including data gathered subsequent to Kleinfelder's 1992 letters, show that the contamination at the KMW03 location is both localized and spatially separate from the Tiger Oil plume that is intercepted at the DID line. In its February 5, 1993 letter, Kleinfelder stated that the "extent of contamination resulting the identified second source (located east of the DID, outside the Facility area, in the area of monitoring well KMW-03)" was not defined but was "outside of the Facility."

When Kleinfelder sent its "second source" letters in 1992, the eastern boundaries of the Tiger Oil Facility were not well defined. Subsequently, the eastern boundary was set at the "DID line and surrounding soil and backfill." This placed the alleged second source clearly outside the Facility and thus beyond the scope of the Consent Decree.

Nothing in Kleinfelder's 1992 letter indicated evidence from the City of Yakima of "a significant release of gasoline to the environment" from United Builders. Kleinfelder selectively quotes from a 8/31/82 article from the Yakima Herald-Republic to contend that a gasoline storage tank on United Builders' property was a suspect source for gas fumes in the storm drain system. Completely contrary to Kleinfelder's inference, the article actually explained that United Builders was "no longer a suspect in search for gas leak." On December 17, 1992, counsel for M&E supplied an affidavit from Tony Sloan, an employee of the Yakima Fire Department in the early 1980s, who investigated the storm drain gas fumes and who supervised investigation and removal of United Builders' suspect USTs. The Fire Department observed the excavation of the USTs and sampled the nearby groundwater. Mr. Sloan concluded that the storm drain gas fumes came from the upgradient Tiger Oil releases not from the United Builders' tanks. See, letter dated December 17, 1992 from Dan Ballbach to Tony Grover of Ecology.

3. *Tiger Oil's Comment: "The existing SVE and groundwater extraction system, because it draws down the groundwater and exposes the smear zone, has effectively remediated soil and groundwater within the area of influence. SVE alone (without groundwater extraction) will not effectively remediate the soil and groundwater within*

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the smear zone. Therefore, if the purpose is to effectively remediate the soil and groundwater in this area of the site, the proposed SVE system cannot be considered appropriate. Further explanation as to the intended goals and objectives of the proposed system are warranted."

Mercy's Response:

SVE is only a part of the CAP and serves the overall goal of remediating the Site. Ecology and Mercy have recognized that SVE will be most effective after the source of the contamination, largely on Tiger Oil's property, is removed. The Consent Decree insures that this part of the SVE will be in place and ready to operate after source removal and thus will expedite this part of the cleanup.

4. *Tiger Oil's Comment: "In the event that soil removal activities do take place at the Tiger Oil property, it would take a number of years for the effects to be seen at the proposed SVE location and certainly more than 30 months to meet the existing cleanup goals established for the site. Therefore, it is not clear why the installation of the SVE system is dependent on soil removal activities at the Tiger property. Again, there should be a reasonable technical explanation of the purpose of a goal for the proposed system."*

Mercy Comments:

Experience from operation of the Interim Remedial Action Program indicated that contaminant removal by soil vapor extraction principally occurred during the first 18 months of operation. That experience was from SVE in the middle of the plume without there having been any upgradient removal of contaminated soil. The SVE on Mercy's property will cover a broader area with lower levels of contamination and will start after the described source removal; thus, it may show diminishing returns more quickly. The 30 months was chosen to allow a sequenced application of the SVE system, with operation followed by a pause in operation when contaminant recovery bottoms out followed by resumption of operation if necessary.

Note that it is operation, not installation, of the proposed SVE system that is dependent on source removal on the Tiger Oil property. Installation is to occur shortly after entry of the Consent Decree.

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5. *Tiger Oil's comment: "What is the basis for 30 months and if the system is operated beyond that time, who will be responsible? Are there any data to support selection of that time period as opposed to some other?"*

Mercy's Response:

See the response to the preceding comment. The 30 month period was negotiated but also reflects the experience from operation of the Interim Remedial Action Program.

6. *Tiger Oil's comment: "Once of the more serious defects of the proposed consent decree is the complete absence of any standards or goals to be achieved by the installation and operation of the SVE system by M & E. Ecology has historically considered achievement of Method A levels by the PLPs at the site as a non-negotiable cleanup goal, and has repeatedly made this position known to my client. Ecology offers no explanation for its failure to impose these same non-negotiable cleanup standards on M & E and failed to explain or justify its failure to hold the M & E remedial action to any standards at all. While Tiger Oil continues to contest the use of method A levels as cleanup standard, it does believe that some standards are appropriate as a measure of performance for remedial system. It is fundamentally unfair, however, to hold one PLP to an overly-stringent set of standards, while holding another jointly and severally PLP to no standards at all."*

Mercy's Response:

The comment mischaracterizes the work to be done under the Consent Decree as being without standards or goals. Mercy's responsibilities and tasks are stated clearly in the Consent Decree. The proposed SVE system on Mercy's property must be installed and operated in a specific area according to specified time requirements. These are enforceable obligations that will accomplish a portion of the CAP. This remedial action will contribute to the overall goals of the CAP but will not just by itself be able to achieve such goals, including the cleanup levels. If it could, the rest of the CAP would be unnecessary. What Tiger Oil proposes is that a downgradient landowner whose property has been and continues to be contaminated by a plume from the Tiger Oil site must, if it agrees to contribute to any portion of the CAP, keep operating the specified action until it has cleaned up everything that is migrating to its property. This would be fundamentally unfair, especially for a party such as Mercy that does not consider itself to be a PLP and cannot possibly be alleged as being more than a de minimis PLP.

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7. *Tiger Oil's comment: "It is also of considerable concern to my client that it was excluded from the settlement discussions that led to this proposed Consent Decree. Prior to the onset of litigation, all parties were participants in the negotiations over the Cleanup Action Plan. The exclusion of my client from the discussions which led to the particular proposed Consent Decree, which is, to put the matter mildly, extremely generous to M & E, does not stand the test of procedural fairness established for Superfund cases.... Had Tiger Oil Corporation been a participant in the discussions, especially in view of Ecology's evident willingness to negotiate the issue of cleanup goals (at least with M & E), it is entirely possible that good-faith negotiations by Ecology may have had – at last – a positive result."*

Mercy's Response:

Discussions between Ecology and interested parties concerning the CAP are not the same as the negotiation of a settlement between Ecology and one of the defendants. In fact, the CAP was not negotiated. It was determined by Ecology after it had held discussions with several of the persons it had named as PLPs. The CAP was established long before Ecology and Mercy undertook any settlement negotiations. Nothing in those negotiations or in the proposed Consent Decree addressed or changed any aspect of the CAP. In particular and contrary to Tiger Oil's comment, the cleanup goals fixed by Ecology in the CAP were not negotiated in the Consent Decree discussions, which instead focused on identifying what portion of the CAP could Ecology and Mercy mutually agree to having Mercy perform.

The settlement authority of MTCA allows the state to agree to a settlement with any person. There is no requirement that in order for Ecology to settle with one person it must negotiate with all named PLPs. Such a concept is both counterintuitive and contrary to the statutory authority.

The contamination that is driving this cleanup originates from the operation of the Tiger Oil station over many years. Given that Mercy is a downgradient recipient of the Tiger Oil plume, its contribution to the contamination is, at most, insignificant in amount and toxicity (Mercy has consistently described its contribution as zero). MTCA encourages the expeditious settlement with parties in Mercy's situation. The settlement and Mercy's contribution to the cleanup under the proposed Consent Decree is fair and reasonable and any generosity in the settlement flows to the other named PLPs more than to Mercy.

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8. *Tiger Oil's comment: "Tiger Oil Corporation is also deeply concerned that there is no provision in the proposed Consent Decree for any payment by M & E of Ecology's past or future costs."*

Mercy's Response:

The settlement was negotiated as is clearly permitted under MTCA and the settlement authority that MTCA grants to the Attorney General. As mentioned, the purpose of the proposed Consent Decree is to have Mercy perform a specified portion of the CAP. The consideration for achieving that agreement from Mercy was Ecology's foregoing collection from Mercy of its costs.

9. *Tiger Oil's comment: "Finally, Tiger Oil Corporation strenuously objects to any provision in the proposed Consent Decree which provides M & E contribution protection under RCW 70.105D.040 (4)(d). ... Finally, the evidence shows that as between M & E and Tiger Oil Corporation, it is M & E which has positively caused the spread of the contamination at the site. Under these circumstances, the provision of contribution protection to M&E is directly contrary to the fundamental purpose of the Model Toxics Control Act."*

Mercy's Response:

As explained above, the evidence shows that Mercy and M & E have done nothing that has "positively caused the spread of the contamination at the site," contamination that migrated from the Tiger Oil property and continues to do so. Although Mercy flatly disagrees with Tiger Oil's attempts to compare the relative responsibility of it and M & E, such allocation type arguments have no bearing on the proposed Consent Decree or the negotiated settlement. Ecology does not have to determine relative responsibility of the named PLPs before it can settle with one of them.

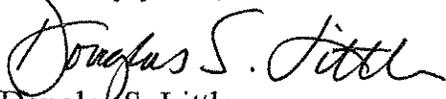
Contribution protection is

a consequence mandated by the statute whenever a party has entered into a Consent Decree with Ecology. It is one of the inducements to settle that the statute creates. The statute does not give Ecology any discretion to deny contribution protection to a settling party that enters into a consent decree.

Mr. Michael Dunning, Esq.
May 27, 2003
Page 9

We offer this letter in response to the assertions in Tiger Oil's comments on the proposed Consent Decree. While we expect that Ecology has already considered many of the points made in our responses, we understand that Ecology will reach its own conclusions on responding to Tiger Oil's comments. We suggest that this letter be included in the responsiveness summary without any particular endorsement by Ecology so that there might be a fuller record on the assertions made by Tiger Oil.

Sincerely yours,


Douglas S. Little

DSL:dsl

cc: Rachel Caron (via fax)
Bill Evans
Mark W. Schneider



GEROIC
JUN + NOB

Christine O. Gregoire

ATTORNEY GENERAL OF WASHINGTON

Ecology Division

2425 Bristol Court SW 2nd Floor • Olympia WA 98502

Mailing Address: PO Box 40117 • Olympia WA 98504-0117

(360) 586-6770

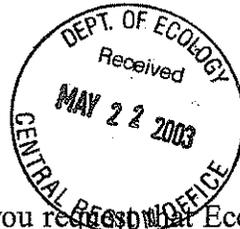
May 20, 2003

VIA FACSIMILE & US MAIL

Mr. Timothy H. Butler
HELLER EHRMAN WHITE & McAULIFFE
6100 Bank of America Tower
701 Fifth Avenue, Suite 6100
Seattle, WA 98104-7098

RE: Proposed Ecology-Mercy Consent Decree

Dear Mr. Butler:



I am in receipt of your March 20, 2003 letter in which you request that Ecology address your client's legal arguments, submitted as comments to the above-mentioned proposed Consent Decree.

I do not doubt the serious nature of your client's comments. Ecology takes all comments that it receives pursuant to MTCA's public participation requirements seriously. However, there is no legal requirement in MTCA or its regulations for Ecology to prepare a responsiveness summary to such comments, legal or otherwise. That said, it is Ecology's practice to, where possible, provide a responsiveness summary. For this particular site, Ecology has a long history of providing such responsiveness summaries to comments on technical and scientific matters. As indicated in my March 11, 2003 letter, Ecology will do so regarding this Decree.

This matter is in litigation. The Superior Court for Thurston County provides the appropriate forum for the parties to raise and litigate legal issues. Your client will have full opportunity to litigate any legal issues it may wish to raise associated with the proposed Consent Decree. In addition, Counsel for Ecology have carefully evaluated your client's legal arguments and have determined that they provide no basis for canceling or otherwise altering the proposed decree. Thus, Ecology is not, as you claim, "ignoring" your client's legal arguments, meritorious or otherwise.

Again, thank you for your client's comments to the proposed decree. A responsiveness

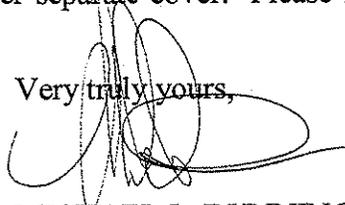


ATTORNEY GENERAL OF WASHINGTON

Timothy H. Butler
May 20, 2003
Page 2

summary to those comments is being sent under separate cover. Please feel free to contact me should you have any questions.

Very truly yours,



MICHAEL L. DUNNING
Assistant Attorney General
(360) 586-6753

MLD:bb

cc: Rachel Caron, Ecology
Douglas Little, Perkins Coie
John McCreedy, Naylor Hales & McCreedy

March 20, 2003



tbutler@hewm.com
Direct (206) 389-6104
Main (206) 447-0900
Fax (206) 447-0849

38687.0001

Michael L. Dunning
Assistant Attorney General
Attorney General of Washington,
Ecology Division
2425 Bristol Court SW, 2nd Floor
P.O. Box 40117
Olympia, Washington 98504-0117

Re: Tiger Oil Corporation's Comments to Proposed Mercy-Ecology Consent Decree

Dear Mr. Dunning:

I have received your letter dated March 11, 2003. My client, Tiger Oil Corporation, took seriously its opportunity and obligation to comment on the Proposed Mercy-Ecology Consent Decree pursuant to the MTCA. Tiger disagrees with the DOE's decision not to address the legal arguments until Mercy and Ecology request entry of a final consent decree. Nothing in the MTCA, including RCW 70.105 D.040(4)(a) suggests that DOE may or should ignore meritorious legal comments submitted by an interested party. Tiger requests all of its comments be addressed before Mercy and Ecology seek court approval of the Decree.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy H. Butler".

Timothy H. Butler

cc: Rachel Caron
Douglas S. Little
Beth Andrus
John C. McCreedy
Charles Conley

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3/20/03 8:20 AM (38687.0001)



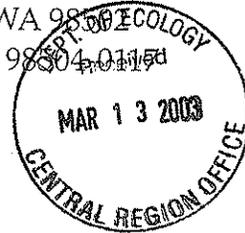
Christine O. Gregoire

ATTORNEY GENERAL OF WASHINGTON

Ecology Division

2425 Bristol Court SW 2nd Floor • Olympia WA 98504-0117
Mailing Address: PO Box 40117 • Olympia WA 98504-0117
(360) 586-6770

March 11, 2003



Mr. Timothy H. Butler
Heller Ehrman White & McAuliffe
701 Fifth Avenue, Suite 6100
Seattle, WA 98104-7098

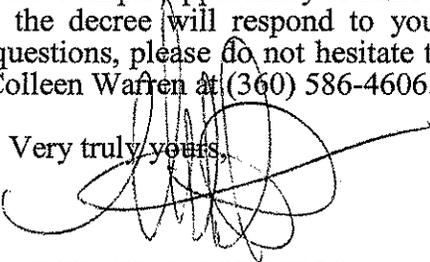
RE: Tiger Oil Corporation's comments to Proposed Mercy-Ecology Consent Decree

Dear Mr. Butler:

I am in receipt of Tiger Oil Corporation's (Tiger) comments on the above-mentioned consent decree. Regarding Tiger's technical comments to the proposed decree, the Department of Ecology will issue a response to those comments in the near future.

With respect to the legal arguments raised in the comments, if Tiger chooses to contest the entry of the final consent decree, Tiger will have ample opportunity to raise those issues. If Tiger opposes the final decree, the parties to the decree will respond to your client's legal arguments at that time. Should you have any questions, please do not hesitate to contact me at (360) 586-6753 or Assistant Attorney General Colleen Warren at (360) 586-4606.

Very truly yours,


MICHAEL L. DUNNING
Assistant Attorney General
(360) 586-6753

MLD:bb

cc: Colleen G. Warren, Assistant Attorney General
Rachel Caron, Ecology
Douglas S. Little
John C. McCreedy



NOTE: For one time publishing on January 30, 2003

Proposed Consent Decree between Ecology and Mercy Development

The Washington State Department of Ecology is proposing to enter into a Consent Decree with Mercy Development Company under the authority of Chapter 70.105D RCW, the Model Toxics Control Act. The Consent Decree states that Mercy will construct, operate, and maintain a soil vapor extraction system on the Mercy property included as part of the Tiger Oil Site, located at 24th Avenue and W. Nob Hill Boulevard in Yakima. Ecology is inviting the public to comment on the proposed Consent Decree from January 30, 2003 to March 3, 2003. Copies of the Consent Decree are available at the Ecology Central Regional Office, 15 W. Yakima Avenue, Suite 200, Yakima, WA 98902, or at the Yakima Valley Regional Library, 102 N. 3rd Street, Yakima. Comments can be addressed to Rachel Caron at the above Ecology address; Ms. Caron can be reached by telephone at (509) 454-7835.



FILE COPY

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

15 West Yakima Avenue, Suite 200 • Yakima, Washington 98902-3452 • (509) 575-2490

January 28, 2003

Yakima Valley Regional Library
102 N 3rd Street
Yakima, WA 98902

RE: Tiger Oil Site, 24th and Nob Hill Boulevard, Repository Documents for Public Comment Period

Dear Sir or Madam:

Enclosed are the documents for public review regarding the Proposed Consent Decree for the subject site. The 30-day public comment period for this site runs from January 30, 2003 – March 3, 2003.

This file may be archived or otherwise disposed of by your organization at the conclusion of the public comment period.

Thank you for your cooperation in this public service outreach effort. Please call me at (509) 454-7840 with any questions.

Sincerely,

Antonio Valero
Public Involvement Specialist
Toxics Cleanup Program

Enclosures



HellerEhrman

ATTORNEYS

701 Fifth Avenue, Suite 6100
Seattle, WA 98104-7098
Main (206) 447-0900
Fax (206) 447-0849

Facsimile Transmittal

TIGER OIL, 24h

To:	Michael L. Dunning, Department of Ecology	Fax:	(360) 586-6760
Telephone:	(360) 586-6753		
To:	Rachel Caron, Department of Ecology	Fax:	509-575-2809
Telephone:			
To:	Douglas Little, Perkins Coie	Fax:	206.583.8500
Telephone:	206.583.8511		
To:	Beth Andrus, Skellenger Bender	Fax:	206.447.1973
Telephone:	206.623.6501		
To:	John C. McCreedy, Naylor, Hales & McCreedy, P.C.	Fax:	208.383.9516
Telephone:	208.383.9511		
To:	Charles Conley, Tiger Oil	Fax:	208.343.3135
Telephone:	208.342.4641		
From:	Timothy H. Butler		
Telephone:	(206) 389-6104		
Direct Fax:			
No. of Pages:	5 (including cover)		
Date:	March 3, 2003		38687-0001

Message:

Document6
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Heller Ehrman White & McAuliffe LLP www.hewm.com

Seattle Portland Anchorage San Francisco Silicon Valley Los Angeles San Diego New York Washington D.C. Madison, WI
Hong Kong Singapore Affiliated Offices: Milan Paris Rome

Heller Ehrman

ATTORNEYS

March 3, 2003

Via Facsimile

Timothy H. Butler
 tbutler@hewm.com
 Direct (206) 389-6104
 Main (206) 447-0900
 Fax (206) 447-0849

38687.0001

Michael Dunning
 Assistant Attorney General
 Department of Ecology
 2425 Bristol Court
 P.O. Box 40117
 Olympia, WA 98504-0117

Re: Proposed Consent Decree Between the Washington State Department of Ecology and Mercy Development Company

Dear Mr. Dunning:

On behalf of my client, Tiger Oil Corporation, I wish to submit the following comments on and objections to the proposed Consent Decree with Mercy Development Company.

As an initial matter, there seems to be some inconsistency in the names used. In the definition section (IV. 3) there is a definition of "Mercy Group", yet throughout the remainder of the document, the references to the settling defendant is "Mercy." Further, the consent decree is to be signed by Mercy Development Co. L.L.C., yet there is no specific language admitting that that entity includes all members of the "Mercy Group" or that Mercy Development Co. L.L.C. has the authority to sign for all members of the Mercy Group. In the remainder of this letter, I shall refer to the what the consent decree defines as the Mercy Group as "M & E."

Based on the evidence provided to the Department of Ecology ("Ecology") over a period of years, it is clear that M & E and its various successor companies and their officers are not merely passive PLPs whose only connection to the site is the ownership of land contaminated by a release from the property formerly owned by Tiger Oil Company. The evidence shows that in early 1983, a contractor retained by Federated Insurance installed, among other remedial measures, an Interceptor Venting System ("IVS") on what was then the property of United Builders. That system, which included a vapor recovery trench and vent systems, was in place at the time M & E optioned the property in August or September, 1987. After the sale was concluded in 1988, M & E constructed the Safeway store and parking lot. In the process of construction, they removed the 18-20 foot tall vents and covered over and destroyed the IVS system, the existence of which was open and obvious. The destruction of

Heller Ehrman White & McAuliffe LLP 701 Fifth Avenue, Suite 6100 Seattle, WA 98104-7098 www.hewm.com

Seattle Portland Anchorage San Francisco Silicon Valley Los Angeles San Diego New York Washington D.C. Madison, WI
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ATTORNEYS

Michael Dunning
March 3, 2003
Page 2

the IVS system by M & E is verified by notes by Ecology employee Elaine Peterson. As a result at least in part of the destruction of the IVS system, according to M & E's consulting firm, Geotech, by 1990 the contaminant plume had spread over 175 feet from the Tiger Oil property, a result which could have been mitigated in whole or in part had the IVS system not been destroyed.

3 In addition, Ecology has evidence from the City of Yakima that in the early 1980's there was a significant release of gasoline to the environment from M & E's predecessor owner, United Builder's Supply. To the extent that a subsequent owner can be held liable for the releases of a prior owner under MTCA (as Ecology is attempting to do with respect to Tiger Oil Corporation) M & E must be held liable for the United Builder's release. To our knowledge, there has never been an investigation ordered by Ecology of that release pursuant to the MTCA, and the proposed Consent Decree does not require one.

4 As stated in the "Notice of Proposed Consent Decree" Mercy has agreed to expand the existing soil vapor extraction system and to operate the expanded system to enhance soil cleanup. Further, the "Introduction and Statement of Purpose" states that "the mutual objective of the Washington State Department of Ecology (Ecology) and Mercy Development Co., LLC (Mercy) is to provide for remedial action at a facility where there has been a release of hazardous substances..."

5 It is unclear what the expanded system will accomplish other than possibly removing soil vapors in a limited area of influence near the proposed expanded system. The existing groundwater and SVE extraction system (currently active) was installed to prevent groundwater and vapors containing petroleum hydrocarbon concentrations from entering the DID line under the Safeway Parking Lot. To accomplish this, the system pumps groundwater and lowers groundwater levels in the area of influence to create a "cone of depression". This ultimately pulls groundwater towards the recovery wells. In addition, the lowering of the groundwater exposes soil within the "smear zone" located at or below the groundwater surface where the SVE system extracts the petroleum hydrocarbons from the soil. It has been shown that at sites such as this one, where a subsurface petroleum hydrocarbon release has occurred, the majority of the petroleum hydrocarbon contamination is present within the "smear zone". The existing SVE and groundwater extraction system, because it draws down the groundwater and exposes the smear zone, has effectively remediated soil and groundwater within the area of influence. SVE alone (without groundwater extraction) will not effectively remediate the soil and groundwater within the smear zone. Therefore, if the purpose is to effectively remediate soil and groundwater in this area of the site, the proposed SVE system can not be considered appropriate. Further explanation as to the intended goals and objectives of the proposed system are warranted.

6 In the "Notice of Proposed Consent Decree" it states that the SVE system will commence operation as soon as soil removal activities outlined in the Cleanup Action Plan

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ATTORNEYS

Michael Dunning

March 3, 2003

Page 3

for the Site are completed at the Tiger Oil property that is up-gradient of the Mercy property". The Tiger Oil property is located at a considerable distance up-gradient from the planned location of the proposed SVE system. In the event that soil removal activities do take place at the Tiger Oil property, it would take a number of years for the effects to be seen at the proposed SVE locations and certainly more than 30 months to meet existing cleanup goals established for the site. Therefore, it is not clear why the installation of the SVE system is dependent on soil removal activities at the Tiger Property. Again, there should be a reasonable technical explanation of the purpose of and goal for the proposed system.

In Exhibit A under "Design", it states that "The slotted SVE piping will be placed in shallow trenches at a depth below groundwater surface (bgs) that is above the seasonal high water table elevation." The installation depth of the SVE is vague. Once the intended goals and objectives of the proposed SVE system have been established, a specific depth of the SVE piping should be established to assure optimum system performance and effectiveness.

In Exhibit A under "Operation and Maintenance", it states that "Mercy Development shall be responsible for operation and maintenance of the Mercy Property SVE System during a period of 30 months that begins with the commencement of operation as determined under this paragraph." What is the basis for 30 months and if the system is operated beyond that time, who will be responsible? Are there any data to support selection of that time period as opposed to some other?

One of the more serious defects of the proposed consent decree is the complete absence of *any* standards or goals to be achieved by the installation and operation of the SVE system by M & E. Ecology has historically considered achievement of Method A levels by the PLPs at this site as a non-negotiable cleanup goal, and has repeatedly made this position known to my client. Ecology offers no explanation for its failure to impose these same non-negotiable cleanup standards on M & E and failed to explain or justify its failure to hold the M & E remedial action to any standards at all. While Tiger Oil Corporation continues to contest the use of method A levels as cleanup standards, it does believe that some standards are appropriate as a measure of performance for any remedial system. It is fundamentally unfair, however, to hold one PLP to an overly-stringent set of standards, while holding another jointly and severally liable PLP to no standards at all.

It is also of considerable concern to my client that it was excluded from the settlement discussions that led to this proposed consent Decree. Prior to the onset of the litigation, all parties were participants in negotiations over the Cleanup Action Plan. The exclusion of my client from the discussions which led to the particular proposed Consent Decree, which is, to put the matter mildly, extremely generous to M & E, does not stand the test of procedural fairness established for Superfund cases, *see, e.g., U.S. v. Davis*, 11 F. Supp. 2d 183 (D.R.I. 1998); *U.S. v. Cannons Engineering Corp.*, 899 F.2d 79 (1st Cir. 1990). Had Tiger Oil Corporation been a participant in the discussions, especially in view of Ecology's evident

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ATTORNEYS

Michael Dunning
March 3, 2003
Page 4

willingness to negotiate the issue of cleanup goals (at least with M & E), it is entirely possible that good-faith negotiations by Ecology may have had—at last—a positive result.

11
Tiger Oil Corporation is also deeply concerned that there is no provision in the proposed Consent Decree for *any* payment by M & E of Ecology's past or future costs. While the amount of Ecology costs reasonably recoverable from any party under the MTCA remains a highly controversial question, what cannot be disputed is that settlement with a PLP for payment of *no* portion of such costs is presumptively unfair and improper, *see U.S. v. Davis, supra; State of New York v. SCA Services, Inc.*, 1993 WL 59407 (S.D. N.Y. 1993). There is no question, given the history of Ecology actions with respect to this site, that a substantial amount of Ecology costs have been (or should have been) incurred for oversight, analysis and other actions with respect to M & E responsibilities for site contamination, as well as for negotiations of various remedial actions over the years since M & E acquired this property.

12
Finally, Tiger Oil Corporation strenuously objects to any provision in the proposed Consent Decree which provides M & E contribution protection under RCW 70.105D.040 (4)(d). The evidence available to Ecology shows that Tiger Oil Corporation has never released *any* petroleum products to the environment at the site. The evidence shows that since 1989, the only meaningful remedial measures taken to actually halt and mitigate the contamination at the site have been undertaken and paid for by Tiger Oil Corporation. The evidence shows that but for the Ecology's intransigence in settlement discussions (as set forth in the February 15, 2002, letter from Beth M. Andrus to Rachel Caron) a reasonable Cleanup Action Plan for the site could have been agreed to and implemented years ago. Finally, the evidence shows that as between M & E and Tiger Oil Corporation, it is M & E which has positively caused the spread of the contamination at the site. Under these circumstances, the provision of contribution protection to M & E is directly contrary to the fundamental purpose of the Model Toxics Control Act.

Tiger Oil Corporation hereby requests that the proposed Consent Decree be withdrawn as being both procedurally and substantively unfair, as being without scientific and technical support or justification and as being fundamentally prejudicial to the rights of other PLPs.

Very truly yours,


Timothy H. Butler

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ATTORNEYS

Michael Dunning
March 3, 2003
Page 5

cc: Rachel Caron
Douglas Little
Beth Andrus
John McCreedy
Charles Conley

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Tiger Oil Exxon (24th and Nob Hill Blvd) Yakima County



Notice of Proposed Consent Decree

The Washington State Department of Ecology (Ecology) is proposing to enter into a Consent Decree with Mercy Development Company (Mercy) under the authority of Chapter 70.105D RCW, the Model Toxics Control Act (MTCA). The Consent Decree states that Mercy will construct, operate, and maintain a soil vapor extraction (SVE) system on the Mercy property, included as part of the Tiger Oil Site (Site) located at 24th Avenue and W. Nob Hill Boulevard in Yakima.

Site History

In 1982, approximately 18,772 gallons of petroleum product were released from the underground storage tank system at the Tiger Oil retail petroleum station. Additional known releases of approximately 2,000 gallons and 50 gallons were reported to have occurred in 1983 and 1984, respectively. The released petroleum product has contaminated the soil and groundwater on the Tiger Oil station property and adjacent properties, including the Mercy property. An interim remediation system, consisting of a groundwater and SVE system, was installed in 1995 on the Mercy property to prevent off-site migration of petroleum product.

SVE System

Mercy has agreed to expand the existing soil vapor extraction (SVE) system and to operate the expanded system to enhance soil cleanup. This system will be located on Mercy property. Construction will begin shortly after the Consent Decree is approved by the court and access to the existing SVE system is arranged. The SVE system will commence operation as soon as soil removal activities outlined in the Cleanup Action Plan for the Site are completed at the Tiger Oil property that is up-gradient of the Mercy property. Mercy will operate and maintain the system for 30 months.

Comments

Ecology is inviting the public to comment on the proposed Consent Decree from January 30, 2003 to March 3, 2003. Copies of the Consent Decree are available at the Ecology Central Regional Office or at the Yakima Valley Regional Library, addresses listed at right. Written comments can be sent to the Ecology Site Manager, Rachel Caron, at the address in the information box on the right. A public meeting on the proposed Consent Decree will be held if ten or more people request a meeting.

FACT SHEET January 2003

For technical questions,
please contact:

Rachel Caron
Toxics Cleanup Program
Ecology Central Regional Office
15 W Yakima Ave., Suite 200
Yakima, WA 98902
(509) 454-7835
rcar461@ecy.wa.gov

For other questions or to be
placed on the site mailing list,
please contact:

Antonio Valero
Toxics Cleanup Program
Ecology Central Regional Office
15 W Yakima Ave., Suite 200
Yakima, WA 98902
(509) 454-7840
aval461@ecy.wa.gov

Public Comment Period:

January 30, 2003 through
March 3, 2003

Documents are available for
public review at:

Ecology Central Regional Office
address listed above

Yakima Valley Regional Library
102 N 3rd Street
Yakima, WA

Para asistencia bilingüe, favor
de hablar a:

Antonio Valero
Ecology Central Regional Office
15 W Yakima Ave., Suite 200
Yakima, WA 98902
(509) 454-7840
aval461@ecy.wa.gov

*Ecology is an Equal Opportunity
and Affirmative Action Employer*

Ecology Publication Number 03-09-011

If you have special accommodation needs or require this document in an alternative format please call Antonio Valero, (509) 454-7840 (voice) or (509) 454-7673 (TDD only). Para asistencia bilingüe, favor llamar al Antonio Valero, tel: (509) 454-7840.

The attached fact sheet was mailed on January 29, 2003, to the following:

KIM SHRADER
13900 180TH AVE NE
REDMOND WA 98052

THE NELSONS/CURRENT RESIDENT
1001 S 21ST AVE
YAKIMA WA 98902

THE KOVERMANS/CURRENT RESIDENT
1002 S 21ST AVE
YAKIMA WA 98902

THE PETERSONS/CURRENT RESIDENT
1003 S 21ST AVE
YAKIMA WA 98902

THE BROWNS/CURRENT RESIDENT
1004 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1005 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1005 1/2 S 21ST AVE
YAKIMA WA 98902

THE HOWARDS/CURRENT RESIDENT
1006 S 21ST AVE
YAKIMA WA 98902

THE RUSSELLS/CURRENT RESIDENT
1007 S 21ST AVE
YAKIMA WA 98902

THE JONES/CURRENT RESIDENT
1008 S 21ST AVE
YAKIMA WA 98902

THE PORTERS/CURRENT RESIDENT
1009 S 21ST AVE
YAKIMA WA 98902

THE SHUMAKERS/CURRENT RESIDENT
1010 S 21ST AVE
YAKIMA WA 98902

THE GUTIERREZES/CURRENT RESIDENT
1011 S 21ST AVE
YAKIMA WA 98902

THE ZANDERS/CURRENT RESIDENT
1012 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1013 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1014 S 21ST AVE
YAKIMA WA 98902

THE OLSONS/CURRENT RESIDENT
1015 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1016 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1017 S 21ST AVE
YAKIMA WA 98902

THE JONES/CURRENT RESIDENT
1019 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1020 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1103 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1107 S 21ST AVE
YAKIMA WA 98902

THE JOHNSONS/CURRENT RESIDENT
1108 S 21ST AVE
YAKIMA WA 98902

THE LA FONTAINES/CURRENT RESIDENT
1109 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1112 S 21ST AVE
YAKIMA WA 98902

THE MOSIERS/CURRENT RESIDENT
1113 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1114 S 21ST AVE
YAKIMA WA 98902

THE HOYTS/CURRENT RESIDENT
1115 S 21ST AVE
YAKIMA WA 98902

THE HUBERS/CURRENT RESIDENT
1116 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1117 S 21ST AVE
YAKIMA WA 98902

THE BATES/CURRENT RESIDENT
1118 S 21ST AVE
YAKIMA WA 98902

THE YOUNGS/CURRENT RESIDENT
1119 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1120 S 21ST AVE
YAKIMA WA 98902

THE EVANS/CURRENT RESIDENT
1121 S 21ST AVE
YAKIMA WA 98902

THE GILBERTS/CURRENT RESIDENT
1124 S 21ST AVE
YAKIMA WA 98902

THE BEAMERS/CURRENT RESIDENT
1201 S 21ST AVE
YAKIMA WA 98902

THE ROHRBACHS/CURRENT RESIDENT
1203 S 21ST AVE
YAKIMA WA 98902

THE WALLACES/CURRENT RESIDENT
1204 S 21ST AVE
YAKIMA WA 98902

THE MARTINS/CURRENT RESIDENT
1205 S 21ST AVE
YAKIMA WA 98902

THE RHEAS/CURRENT RESIDENT
1206 S 21ST AVE
YAKIMA WA 98902

THE EDGARS/CURRENT RESIDENT
1208 S 21ST AVE
YAKIMA WA 98902

THE HENDERSONS/CURRENT RESIDENT
1210 S 21ST AVE
YAKIMA WA 98902

THE KOSTOHRYZS/CURRENT RESIDENT
1211 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1212 S 21ST AVE
YAKIMA WA 98902

THE HUDSONS/CURRENT RESIDENT
1213 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1215 S 21ST AVE
YAKIMA WA 98902

THE MC KINNEYS/CURRENT RESIDENT
1218 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1001 S 22ND AVE
YAKIMA WA 98902

THE HORTONS/CURRENT RESIDENT
1002 S 22ND AVE
YAKIMA WA 98902

THE ALLARDS/CURRENT RESIDENT
1003 S 22ND AVE
YAKIMA WA 98902

THE ROUHTRYS/CURRENT RESIDENT
1005 S 22ND AVE
YAKIMA WA 98902

THE JOHNSONS/CURRENT RESIDENT
1006 S 22ND AVE
YAKIMA WA 98902

THE KILSEIMERS/CURRENT RESIDENT
1007 S 22ND AVE
YAKIMA WA 98902

THE ARMENTROUTS/CURRENT
RESIDENT
1008 S 22ND AVE
YAKIMA WA 98902

THE MILLERS/CURRENT RESIDENT
1009 S 22ND AVE
YAKIMA WA 98902

THE MITZELS/CURRENT RESIDENT
1010 S 22ND AVE
YAKIMA WA 98902

THE MOONEYS/CURRENT RESIDENT
1011 S 22ND AVE
YAKIMA WA 98902

THE CHILDERS/CURRENT RESIDENT
1012 S 22ND AVE
YAKIMA WA 98902

RESIDENT
1013 S 22ND AVE
YAKIMA WA 98902

THE GUTIERREZ'S/CURRENT RESIDENT
1014 S 22ND AVE
YAKIMA WA 98902

THE REEDS/CURRENT RESIDENT
1015 S 22ND AVE
YAKIMA WA 98902

THE BARTONS/CURRENT RESIDENT
1111-A S 22ND AVE
YAKIMA WA 98902

RESIDENT
1111-B S 22ND AVE
YAKIMA WA 98902

THE COUCHMANS/CURRENT RESIDENT
1113-A S 22ND AVE
YAKIMA WA 98902

THE CHINGS/CURRENT RESIDENT
1113-B S 22ND AVE
YAKIMA WA 98902

RESIDENT
1115 S 22ND AVE
YAKIMA WA 98902

RESIDENT
1115-B S 22ND AVE
YAKIMA WA 98902

RESIDENT
1117-A S 22ND AVE
YAKIMA WA 98902

RESIDENT
1117-B S 22ND AVE
YAKIMA WA 98902

THE HARWOODS/CURRENT RESIDENT
1203 S 22ND AVE
YAKIMA WA 98902

THE THOMPSONS/CURRENT RESIDENT
1205 S 22ND AVE
YAKIMA WA 98902

THE NICHOLS/CURRENT RESIDENT
1207 S 22ND AVE
YAKIMA WA 98902

RESIDENT
1209 S 22ND AVE
YAKIMA WA 98902

THE EDWARDS/CURRENT RESIDENT
1219 S 22ND AVE
YAKIMA WA 98902

RESIDENT
1221 S 22ND AVE
YAKIMA WA 98902

RESIDENT
1318-B S 23RD AVE
YAKIMA WA 98902

THE ANDERSONS/CURRENT RESIDENT
1001 S 24TH AVE
YAKIMA WA 98902

RESIDENT
1002 S 24TH AVE
YAKIMA WA 98902

THE NOBLES/CURRENT RESIDENT
1002 1/2 S 24TH AVE
YAKIMA WA 98902

RESIDENT
1004 S 24TH AVE
YAKIMA WA 98902

RESIDENT
1005 S 24TH AVE
YAKIMA WA 98902

RESIDENT
1006 S 24TH AVE
YAKIMA WA 98902

THE HINSZS/CURRENT RESIDENT
1008 S 24TH AVE
YAKIMA WA 98902

THE TATROS/CURRENT RESIDENT
1009 S 24TH AVE
YAKIMA WA 98902

RESIDENT
1010 S 24TH AVE
YAKIMA WA 98902

THE LIGHTS/CURRENT RESIDENT
1012 S 24TH AVE
YAKIMA WA 98902

THE GARCIAS/CURRENT RESIDENT
1014 S 24TH AVE
YAKIMA WA 98902

THE ROATHS/CURRENT RESIDENT
1016 S 24TH AVE
YAKIMA WA 98902

THE BLANKS/CURRENT RESIDENT
1018 S 24TH AVE
YAKIMA WA 98902

TED BROWN MUSIC CO.
1105 S 24TH AVE
YAKIMA WA 98902

RESIDENT
1127 S 24TH AVE
YAKIMA WA 98902

RESIDENT
1127 1/2 S 24TH AVE
YAKIMA WA 98902

THE BUSHES/CURRENT RESIDENT
1132 S 24TH AVE
YAKIMA WA 98902

RESIDENT
1212 S 24TH AVE
YAKIMA WA 98902

THE JOURNAGANS/CURRENT RESIDENT
1214 S 24TH AVE
YAKIMA WA 98902

LOVING DAY CARE PRE-SCHOOL
1216 S 24TH AVE
YAKIMA WA 98902

V.E. HOFF/CURRENT RESIDENT
1220 S 24TH AVE
YAKIMA WA 98902

E. RICE/CURRENT RESIDENT
1220 S 24TH AVE
YAKIMA WA 98902

A. RUDD/CURRENT RESIDENT
1220 S 24TH AVE
YAKIMA WA 98902

F. JENNINGS/CURRENT RESIDENT
1220 S 24TH AVE
YAKIMA WA 98902

M. VENARABLE/CURRENT RESIDENT
1220 S 24TH AVE
YAKIMA WA 98902

MCCLURE ELEMENTARY SCHOOL
1222 S 22ND AVE
YAKIMA WA 98902

RESIDENT
1311 S 23RD AVE
YAKIMA WA 98902

THE THOMPSONS/CURRENT RESIDENT
1001 S 23RD AVE
YAKIMA WA 98902

RESIDENT
1312-A S 23RD AVE
YAKIMA WA 98902

THE GILCHERS/CURRENT RESIDENT
1002 S 23RD AVE
YAKIMA WA 98902

RESIDENT
1312-B S 23RD AVE
YAKIMA WA 98902

RESIDENT
1003 S 23RD AVE
YAKIMA WA 98902

RESIDENT
1313-A S 23RD AVE
YAKIMA WA 98902

RESIDENT
1006 S 23RD AVE
YAKIMA WA 98902

RESIDENT
1313-B S 23RD AVE
YAKIMA WA 98902

THE GORDONS/CURRENT RESIDENT
1007 S 23RD AVE
YAKIMA WA 98902

RESIDENT
1314-A S 23RD AVE
YAKIMA WA 98902

RESIDENT
1009 S 23RD AVE
YAKIMA WA 98902

RESIDENT
1314-B S 23RD AVE
YAKIMA WA 98902

RESIDENT
1009 1/2 S 23RD AVE
YAKIMA WA 98902

RESIDENT
1315-B S 23RD AVE
YAKIMA WA 98902

THE BRINDAMOURS/CURRENT RESIDENT
1010 S 23RD AVE
YAKIMA WA 98902

RESIDENT
1316-A S 23RD AVE
YAKIMA WA 98902

THE SCHUKNECHTS/CURRENT RESIDENT
1011 S 23RD AVE
YAKIMA WA 98902

RESIDENT
1316-B S 23RD AVE
YAKIMA WA 98902

THE STEWARTS/CURRENT RESIDENT
1013 S 23RD AVE
YAKIMA WA 98902

RESIDENT
1317-A S 23RD AVE
YAKIMA WA 98902

THE MEYERS/CURRENT RESIDENT
1014 S 23RD AVE
YAKIMA WA 98902

RESIDENT
1317-B S 23RD AVE
YAKIMA WA 98902

RESIDENT
1311-A S 23RD AVE
YAKIMA WA 98902

RESIDENT
1318-A S 23RD AVE
YAKIMA WA 98902

THE ALLARDS/CURRENT RESIDENT
1003 S 22ND AVE
YAKIMA WA 98902

THE ROUHTRYS/CURRENT RESIDENT
1005 S 22ND AVE
YAKIMA WA 98902

THE JOHNSONS/CURRENT RESIDENT
1006 S 22ND AVE
YAKIMA WA 98902

THE KILSEIMERS/CURRENT RESIDENT
1007 S 22ND AVE
YAKIMA WA 98902

THE ARMENTROUTS/CURRENT
RESIDENT
1008 S 22ND AVE
YAKIMA WA 98902

THE MILLERS/CURRENT RESIDENT
1009 S 22ND AVE
YAKIMA WA 98902

THE MITZELS/CURRENT RESIDENT
1010 S 22ND AVE
YAKIMA WA 98902

THE MOONEYS/CURRENT RESIDENT
1011 S 22ND AVE
YAKIMA WA 98902

THE CHILDERS/CURRENT RESIDENT
1012 S 22ND AVE
YAKIMA WA 98902

RESIDENT
1013 S 22ND AVE
YAKIMA WA 98902

THE GUTIERREZ'S/CURRENT RESIDENT
1014 S 22ND AVE
YAKIMA WA 98902

THE REEDS/CURRENT RESIDENT
1015 S 22ND AVE
YAKIMA WA 98902

THE BARTONS/CURRENT RESIDENT
1111-A S 22ND AVE
YAKIMA WA 98902

RESIDENT
1111-B S 22ND AVE
YAKIMA WA 98902

THE COUCHMANS/CURRENT RESIDENT
1113-A S 22ND AVE
YAKIMA WA 98902

THE CHINGS/CURRENT RESIDENT
1113-B S 22ND AVE
YAKIMA WA 98902

RESIDENT
1115 S 22ND AVE
YAKIMA WA 98902

RESIDENT
1115-B S 22ND AVE
YAKIMA WA 98902

RESIDENT
1117-A S 22ND AVE
YAKIMA WA 98902

RESIDENT
1117-B S 22ND AVE
YAKIMA WA 98902

THE HARWOODS/CURRENT RESIDENT
1203 S 22ND AVE
YAKIMA WA 98902

THE THOMPSONS/CURRENT RESIDENT
1205 S 22ND AVE
YAKIMA WA 98902

THE NICHOLS/CURRENT RESIDENT
1207 S 22ND AVE
YAKIMA WA 98902

RESIDENT
1209 S 22ND AVE
YAKIMA WA 98902

THE EDWARDS/CURRENT RESIDENT
1219 S 22ND AVE
YAKIMA WA 98902

RESIDENT
1221 S 22ND AVE
YAKIMA WA 98902

THE BLISS'/CURRENT RESIDENT
1217 S 25TH AVE
YAKIMA WA 98902

RESIDENT
1218 S 25TH AVE
YAKIMA WA 98902

THE SIEGMANN'S/CURRENT RESIDENT
1301 S 25TH AVE
YAKIMA WA 98902

RESIDENT
1302 S 25TH AVE
YAKIMA WA 98902

RESIDENT
1303 S 25TH AVE
YAKIMA WA 98902

RESIDENT
1304 S 25TH AVE
YAKIMA WA 98902

THE ROYBALS/CURRENT RESIDENT
1306 S 25TH AVE
YAKIMA WA 98902

THE IMMELES/CURRENT RESIDENT
2115 BONNIE DOONE AVE
YAKIMA WA 98902

THE LITTLES/CURRENT RESIDENT
2117 BONNIE DOONE AVE
YAKIMA WA 98902

RESIDENT
2407 CLINTON WAY
YAKIMA WA 98902

THE DUNCKELS/CURRENT RESIDENT
2408 CLINTON WAY
YAKIMA WA 98902

RESIDENT
2410 CLINTON WAY
YAKIMA WA 98902

RESIDENT
2411 CLINTON WAY
YAKIMA WA 98902

RESIDENT
2412 CLINTON WAY
YAKIMA WA 98902

THE CHANDLERS/CURRENT RESIDENT
2501 CLINTON WAY
YAKIMA WA 98902

THE LANTRIPS/CURRENT RESIDENT
2502 CLINTON WAY
YAKIMA WA 98902

THE PLEASANTS/CURRENT RESIDENT
2503 CLINTON WAY
YAKIMA WA 98902

THE JACKSONS/CURRENT RESIDENT
2505 CLINTON WAY
YAKIMA WA 98902

THE COLLICOTTS/CURRENT RESIDENT
2508 CLINTON WAY
YAKIMA WA 98902

THE MITZELS/CURRENT RESIDENT
2509 CLINTON WAY
YAKIMA WA 98902

RESIDENT
2510 CLINTON WAY
YAKIMA WA 98902

RESIDENT
2512 CLINTON WAY
YAKIMA WA 98902

RESIDENT
2514 CLINTON WAY
YAKIMA WA 98902

THE GUILLANDS/CURRENT RESIDENT
2601 CLINTON WAY
YAKIMA WA 98902

RESIDENT
2602 CLINTON WAY
YAKIMA WA 98902

RESIDENT
2605 CLINTON WAY
YAKIMA WA 98902

THE MARKINGS/CURRENT RESIDENT
2606 CLINTON WAY
YAKIMA WA 98902

THE SUMNERS/CURRENT RESIDENT
2607 CLINTON WAY
YAKIMA WA 98902

THE DORMAIERS/CURRENT RESIDENT
2608 CLINTON WAY
YAKIMA WA 98902

RESIDENT
2609 CLINTON WAY
YAKIMA WA 98902

RESIDENT
2610 CLINTON WAY
YAKIMA WA 98902

JOHN STROSAHL
UNITED BUILDERS OF WA
BOX 9488
112 W NOB HILL BLVD
YAKIMA WA 98902

RESIDENT
2201 W NOB HILL BLVD
YAKIMA WA 98902

SAFEWAY STORES
2204-A W NOB HILL BLVD
YAKIMA WA 98902

PAYLESS DRUG STORE
2204-B W NOB HILL BLVD
YAKIMA WA 98902

LITTLE CAESARS
2204-C W NOB HILL BLVD
YAKIMA WA 98902

PHOTO HAUS
2204-D W NOB HILL BLVD
YAKIMA WA 98902

OPERATING ENGINEERS LOCAL 302
2209 W NOB HILL BLVD
YAKIMA WA 98902

SKIPPERS FISH & CHIPS
2304 W NOB HILL BLVD
YAKIMA WA 98902

RESIDENT
2102 W PRASCH AVE
YAKIMA WA 98902

RESIDENT
2103 W PRASCH AVE
YAKIMA WA 98902

THE STEPHENS'/CURRENT RESIDENT
2111 W PRASCH AVE
YAKIMA WA 98902

RESIDENT
2112 W PRASCH AVE
YAKIMA WA 98902

THE HOUGHS/CURRENT RESIDENT
2103 W VIOLA AVE
YAKIMA WA 98902

THE HOUGHS/CURRENT RESIDENT
2105 W VIOLA AVE
YAKIMA WA 98902

RESIDENT
2108 W VIOLA AVE
YAKIMA WA 98902

RESIDENT
2110 W VIOLA AVE
YAKIMA WA 98902

LEE WILSON/CURRENT RESIDENT
914 S 23RD AVE
YAKIMA WA 98902

RESIDENT
1020 S. 41ST AVE # 15
YAKIMA WA 98908

RESIDENT
1405 S 25TH AVE
YAKIMA WA 98902

JULIE & MIKE SMITH/CURRENT
RESIDENT
913 S 32ND AVE
YAKIMA WA 98902

RESIDENT
913 S 21ST AVE
YAKIMA WA 98902

RESIDENT
1419 S 26TH AVE
YAKIMA WA 98902

DAVID STINEBAUGH
600 UNIVERISTY ST STE 2910
SEATTL WA 98101

LEE WILSON/CURRENT RESIDENT
914 S 23RD AVE
YAKIMA WA 98902

ENVIRONMENTAL HEALTH DIRECTOR
YAKIMA HEALTH DISTRICT
104 N 1ST ST
YAKIMA WA 98901

MAYOR
CITY OF YAKIMA
129 N 2ND ST
YAKIMA WA 98901

CHAIRMAN
YAKIMA COUNTY COMMISSIONERS
128 N 2ND ST
YAKIMA WA 98901

DELANO SALUSKIN
YAKAMA INDIAN NATION
PO BOX 151
TOPPENISH WA 98948

DON PLESS, REGIONAL MANAGER
DEPT OF NATURAL RESOURCES
713 E BOWERS RD
ELLENSBURG WA 98926

JEFF TAYER
DEPT OF WILDLIFE
1701 S 24TH AVE
YAKIMA WA 98902

FIRE CHIEF
YAKIMA FIRE DEPT
401 N FRONT ST
YAKIMA WA 98901

CHIEF
YAKIMA COUNTY FPD NO. 4
4007 COMMONWEALTH
YAKIMA WA 98901

PERRY HARVESTER
DEPT OF FISH & WILDLIFE
1701 S 24TH AVE
YAKIMA WA 98902-5701

WASHINGTON STATE COMMISSION ON
HISPANIC AFFAIRS
1210 EASTSIDE ST 1ST FLOOR
PO BOX 40924
OLYMPIA WA 98504-0924

RURAL & FARM WORKER HOUSING
1400 SUMMITVIEW AVE #203
YAKIMA WA 98902

YAKIMA CITY COUNCIL
129 N 2ND ST
YAKIMA WA 98901

RICHARD ZAIS
YAKIMA CITY MANAGER
129 N 2ND ST
YAKIMA WA 98901

FRED FRENCH
YAKIMA CITY ENGINEER
129 N 2ND ST
YAKIMA WA 98901

DAVID HUSSELL
YAKIMA CITY ST/TRAFFIC OPERATIONS
129 N 2ND ST
YAKIMA WA 98901

CITY OF YAKIMA
PUBLIC WORKS DIRECTOR
2301 FRUITVALE
YAKIMA WA 98902

CHRIS WAARVIK, CHAIR
VISIONING YAKIMA ENVIRONMENTAL
COMMITTEE
WASTEWATER TREATMENT PLANT
2220 E VIOLA AVE
YAKIMA WA 98901

DIRECTOR
YAKIMA CO PUBLIC WORKS
128 N 2ND ST ROOM 408
YAKIMA WA 98901

COURTHOUSE/ADMIN
YAKIMA COUNTY
128 N 2ND ST
YAKIMA WA 98901

DICK ANDERWALD
YAKIMA CO PLANNING DEPT
128 N 2ND ST
YAKIMA WA 98901

WASHINGTON ENVIRONMENTAL
COUNCIL
615 SECOND AVE SUITE 380
SEATTLE WA 98104

LEAGUE OF WOMEN VOTERS
PO BOX 723
YAKIMA WA 98907-0723

DONALD OLIVER
DEPT OF HEALTH
OFFICE OF TOXIC SUBSTANCES
HAZARDOUS WASTE SECTION
PO BOX 47825
OLYMPIA WA 98504

SCOTT D. FINK
DEPT OF HEALTH
DRINKING WATER PROGRAM
1500 W 4TH AVE STE 305
SPOKANE WA 99204

DIRECTOR
YAKIMA HEALTH DISTRICT
104 N 1ST ST
YAKIMA WA 98901

CHRIS GENEROUS
FOSTER-WHEELER
12100 NE 195TH ST STE 200
BOTHELL WA 98011-5768

DIANNE DAILEY
BULLIVANT HOUSER BAILEY
300 PIONEER TOWER
888 SW FIFTH AVE
PORTLAND OR 97204-2089

JEANNE HANKERSON
FEDERATED INSURANCE
121 E PARK SQUARE
PO BOX 328
OWATONNA MN 55060

BETH ANDRUS
SKELLENGER BENDER
1301 5TH AVE STE 3401
SEATTLE WA 98101-2605

CHUCK CONLEY, PRESIDENT
TIGER OIL CORPORATION
PO BOX 1489
BOISE ID 83701

MARK ELROD TIGER OIL COMPANY
C/O DIANNE DAILEY
BULLIVANT HOUSER BAILEY
300 PIONEER TOWER
888 SW 5TH AVE
PORTLAND OR 97204

M & E COMPANY
PO BOX 50
YAKIMA WA 98907

TIGER OIL CORPORATION
LARRY VAN BELLE
PO BOX 10748
YAKIMA WA 98909

MARK SCHNEIDER
PERKINS COIE
1201 3RD AVENUE 40TH FLOOR
SEATTLE WA 98101-3099

CRAIG TROIANELLO
YAKIMA HERALD REPUBLIC
PO BOX 9668
YAKIMA WA 98901

VIVA & THE REVIEW
TED ESCOBAR NEWS DIRECTOR
PO BOX 511
TOPPENISH WA 98948

NEWS DIRECTOR
KBBO (AM 1390) KRSE (FM 98.3)
1200 CHESTERLY DR STE 160
YAKIMA WA 98902

NEWS DIRECTOR
KIT (AM 1280) KATS (FM 94.5)
4010 SUMMITVIEW AVE STE 200
YAKIMA WA 98908-2966

NEWS DIRECTOR
KMWX (AM 1460) KFFM (FM 107)
4010 SUMMITVIEW AVE STE 200
YAKIMA WA 98908-2966

NEWS DIRECTOR
KNDA
PO BOX 800
GRANGER WA 98932

NEWS DIRECTOR
KUTI (AM 980) KXDD (FM 104.3)
1200 CHESTERLY DR STE 160
YAKIMA WA 98902

NEWS DIRECTOR
KYXE (AM 1020) KHYT (FM 92.9)
PO BOX 2888
YAKIMA WA 98907

NEWS DIRECTOR
KZTA (AM 930) KIHS (FM 99.3)
PO BOX 2888
YAKIMA WA 98907-2888

NEWS DIRECTOR
KAPP-TV (CH 35/ABC)
PO BOX 10208
YAKIMA WA 98909-1208

NEWS DIRECTOR
KCJT-TV (CH 17)
713 W YAKIMA AVE
YAKIMA WA 98902

NEWS DIRECTOR
KIMA-TV (CH 29/CBS)
PO BOX 702
YAKIMA WA 98907

NEWS DIRECTOR
KNDO-TV (CH 23/NBC)
1608 S 24th AVE
YAKIMA WA 98909